

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

RYSTA LEONA SUSMAN, both individually
and as Legal Guardian of SHANE ALLEN
LOVELAND, et al.,

Case No. 8:18-cv-00127

Plaintiffs,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY,

Defendant.

**NOTICE OF 30(b)(6) DEPOSITION
DUCES TECUM**

To: Kearney Towing & Repair Center Inc.

Through its registered agent:
Gary R. Behlmann
1303 E. 22nd Street
Kearney, NE 68847

Courtesy copy to:

Kristina J. Kamler
Engles Ketcham Olson & Keith, PC
1350 Woodmen Tower
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Omaha, NE 68102
kkamler@ekoklaw.com

PLEASE TAKE NOTICE that, pursuant to F.R.C.P. 30(b)(6) and the Nebraska Rules of Discovery, §6-330(b)(6), Defendant The Goodyear Tire & Rubber Company ("Defendant") will take the deposition upon oral examination of Kearney Towing & Repair Center Inc. ("KTRC Inc"), and through the officer(s), director(s), managing agent(s), or employee(s) designated by KTRC Inc to possess the most knowledge with respect to the subjects set forth on Exhibit A attached hereto to be used as evidence in the trial of the above-entitled cause. This deposition

will take place on August 22, 2019 beginning at 11:00 a.m. at the offices of Jacobsen Orr Lindstrom & Holbrook, P.C., L.L.O., 322 W. 39th Street, Kearney, Nebraska 68848.

The deposition will be taken before a person duly authorized to administer oaths, and will continue from day to day until completed. You are invited to attend and exercise such rights to which you are entitled under the law.

Pursuant to Nebraska Rules of Discovery, §25-1224, KTRC's Representative is requested to bring with them to this deposition the following:

1. All product service bulletins or similar documents relating to tire service life or tire aging from 2005-2015.

Dated this 11th day of July, 2019.

THE GOODYEAR TIRE & RUBBER COMPANY,
Defendant,

By: /s/Jennifer D. Tricker
Jennifer D. Tricker (NE# 23022)
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CERTIFICATE OF SERVICE

I hereby certify that on July 11, 2019, I served the foregoing by email to the following:

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Attorneys for Plaintiffs

/s/Jennifer D. Tricker

Exhibit A to Notice of 30(b)(6) Deposition of Kearney Towing & Repair Center Inc

Areas of Inquiry

1. The scope of the business of Kearney Towing & Repair Center Inc.
2. The business relationship between Dandee Concrete Construction and Kearney Towing & Repair Center Inc from 2010 through 2015.
3. The service, maintenance, and repair provided to Dandee company vehicles generally, and specifically to the 2003 Chevrolet Silverado 1500 ½ ton truck, VIN: 1GCEC14X33Z115363 involved in the accident that is the subject of this lawsuit, specifically including the attached invoice for work performed on June 10, 2014.
4. Kearney Towing & Repair Center Inc.'s knowledge regarding tire service life and tire service life recommendations from tire or vehicle manufacturers from 2005 to the present.
5. Communications with Dandee Concrete Construction regarding the installation of the tires placed on the 2003 Chevrolet Silverado 1500 pickup involved in the accident that is the subject of this lawsuit by Kearney Towing on June 14, 2014 (invoice 91571).
6. The identity, including name and current address, of any service technician involved in the installation of the tires on June 14, 2014.
7. The identity of the service writer, including name and current address, for invoice 91571.
8. The identity of any technician, including name and current address, involved in service or maintenance on the tires installed on the 2003 Chevrolet Silverado 1500 pickup involved in the accident that is the subject of this lawsuit on June 14, 2014 from the date of installation to May 1, 2015, and the nature of any service work performed.
9. The use and service history of the tires installed on the 2003 Chevrolet Silverado 1500 pickup involved in the accident that is the subject of this lawsuit per invoice 91571 from the time the tires were placed in service up to the time they were installed on the 2003 Chevrolet Silverado 1500 in question.